



#10  
W. Lamm  
5/24/04

## DECLARATION OF PRIOR INVENTION, JAMES D. GEE, JR.

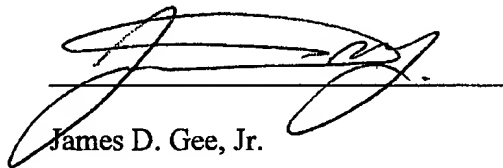
I, James D. Gee, Jr., declare under the pains and penalties of perjury under the laws of the United States of America and the State of Tennessee that the following is true and correct. The following facts are based on my personal knowledge.

1. I am the sole inventor of the invention disclosed and claimed in US Patent Application No. 09/702,687, filed November 1, 2000, Examiner Joseph G. Ustaris.
2. Upon information and belief, the Office Action mailed December 2003 rejects claims 1, 4, 5, 12, 16, 25, 27 and 28 as being anticipated by Proposed HOST-POD Interface Specifications. This Interface Specification is dated, as issued, on January 7, 2000. Whereas, Applicant filed the subject application on November 1, 2000.
3. I declare that the invention represented by the referenced application, including the rejected claims, was reduced to practice prior to the stated issue date for Interface Specifications of January 7, 2000.
4. Attached is the following evidence of prior invention:
  - a. Email from S. W Baik to Jim Gee dated October 17, 1999
  - b. Email from James D. Gee, Jr. to Mr. Baik dated October 18, 1999
  - c. Email from James D. Gee, Jr. to Mr. Baik dated November 16, 1999
  - d. Email from James D. Gee, Jr. to Mr. Batik dated November 19, 1999
  - e. Letter from James D. Gee, Jr., to Mr. S.H. Lee dated January 15, 2000
  - f. Email from James D. Gee, Jr. to Mr. Lee dated January 17, 2000

- g. Agreement of Exclusivity by and between Global Cable, Inc., and Teletech Co., Ltd. Executed January 19, 2000 by Jeannette L. Gee, President , Global Cable Inc., and January 23, 2000 by Dong Kwon Park, President, Teletech, Co., Ltd.
- h. Email from James D. Gee, Jr., to Mr. Jeffery Park dated January 26, 2000
- i. Letter from James D. Gee, Jr. to Mr. Lee and Chang-Soo dated March 23, 2000

I acknowledge that willful false statements and the like are punishable by law, or imprisonment, or both (18 USC 1001) and may jeopardize the validity of the application or any patent issued thereon. All statements made of my own knowledge are true, all statements made in information and belief are believed to be true.

Respectfully submitted,



James D. Gee, Jr.

Dated: April 26, 2004

## **EXHIBIT A & B**

From: JIM GEE <jgee@vol.com>  
Date: 10/18/1999 9:12:39 AM  
Subj: Re: Engineer Sample

UntitledMr. Baik,

The MainStreet sample is not a Digital product. It is the unit that we wish to make the remote smaller on. As you can see the remote that come with it is very large and difficult for us to sell. We are asking for you make a smaller remote for the MainStreet unit only. We have provided you with the original remote, the original unit, and a piece of paper with the functions indicated that we require to make the unit work.

As far as the digital information, we have a lot of information already from our company attorney. We are waiting on the rest of it and will send you a complete package once it is ready.

We are patiently awaiting our engineer samples of your model number 1250. The Multiplex 2020 was sent to you so we could have the exact same features, including memory. I hope that was explanatory.

Please let us know when you ship it.

Jim Gee

----- Original Message -----

From: syncom01@unitel.co.kr

To: jgee@vol.com

Sent: Sunday, October 17, 1999 7:34 PM

Subject: Engineer Sample

DEAR MR JIM GEE

HOW ARE YOU?

IN REGARD WITH THE ENGINEER SAMPLE MEETING YOUR DEMANDS( A SWITCH OF 3/4 OUTPUT CHANNEL SELECTION AND ONE OF HRC/STANDARD/ WE WILL SEND SAMPLE TO YOU ON AROUND 21TH OF OCTOBER, THURSDAY OF THIS MONTH.

AS TO THE OTHER THINGS, WE WOULD LIKE YOU TO CHECK AND GIVE US ANY NOTICE ABOUT THE FOLLOWINGS,

1) IN CASE OF "FCC RULE" ABOUT "THE INPUT OPERATION RANGE", SOME SAY THE RANGE OF dBmV IN FCC RULE MAY BE CHANGED FROM "-5 ~ +15dBmV" TO "0 ~ +25dBmV". WE WOULD LIKE TO KNOW WHETHER IT IS TRUE OR NOT.

2) ABOUT YOUR DIGITAL SAMPLE, WE FEEL VERY SORRY THAT YOUR SAMPLE IS TOO OLD PRODUCT. WE WOULD LIKE TO GET A NEW VERSION.

3) PLEASE LET US KNOW YOUR CELLULAR PHONE NUMBER, IT MAKES US TO CONTACT YOU EASILY DUE TO THE TIME DIFFERENCE.

IF YOU HAVE ANY QUESTIONS, FEEL FREE TO CONTACT US,

BEST REGARDS,  
S.W.BAIK

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Mr. Baik, The MainStreet sample is not a Digital product. It is the unit that we wish to make the remote smaller on. A

# **EXHIBIT C**

From: J. Gee <jgee@vol.com>  
Date: 11/16/1999 11:51:11 PM  
Subj: Response

Mr. Baik,

After thinking this over during the weekend, I was sad by the large amount of business we will both will lose. We feel we could sell a minimum Two containers a month of the Analog box. Possibly many containers more some months. However, we may lose all this business simple because you make a few small sales to our customers. We can not spend great amount of money marketing to our customer across the county then have you sell directly to our customers. Our agreement was that we would help you develop the type of box our customers require and then market this box to the country. I could see our company purchasing possibly hundreds of thousands of boxes from you. But we can not have you being a competitor with all our marketing expense. You must honor our agreement for us to do business.

The business for the Analog box could be very large. however the business for the digital could be much larger. We have spent a large amount of legal fee's getting you information. We have also spent a Large amount of Advertising and Marketing on the Analog unit.

If you do keep your agreement with us and not sell to our customer and allow us to continue to market to the United States we will be happy and there will be no problems. I know this puts you in a tough position but please understand it has put us in one too. I have spoke with our Corporate Attorney in detail about this matter. We will seek to impound or seize shipments coming to the United States through US Customs, while this matter is being settled in a U.S. District Court. That means our customer wouldn't receive any shipment from you until after a trial. The trial could take one to two years and would require you to travel to the United States to testify on your companies behalf.

I do care about the relationship between our companies and ask that you welcome Mr. Bob Collins, as a representative for a meeting directly with you in Seoul, Korea. We have purchased airline ticket and already have hotel reservations for Mr. Collins. His airplane leaves the United States on this November 20, 1999 to Korea. I will email Flt and Times upon return to my office in the morning. We welcomed your visit to the US and hope that you still welcome Mr. Collins as you have said once before.

Sincerely,

James D. Gee Jr.  
Global Cable Inc.

## **EXHIBIT D**

From: J Gee <jgee@vol.com>  
Date: 11/19/1999 1:03:14 AM  
Subject: Re: visit korea Mr. Bob

UntitledMr. Baik,

Yes, we changed Mr. Collins Hotel to the one you suggested. Please forward any cell phone for yourself and a home phone number. Just in case Mr. Collin's needs to to call you at different times.

We still have not received a detailed explanation to why we do not have our engineer samples yet. We know our customer has one of our samples testing it. Please forward explanation as soon as possible so that Mr. Collin's and myself can discuss it before he leaves to Korea.

We look forward to getting business back on track with you. Thank you once again for the welcome of Mr. Bob Collins.

Sincerely,

James D. Gee Jr.  
Global Cable Inc.

----- Original Message -----

From: syncom01@unitel.co.kr  
To: jgee@vol.com  
Sent: Wednesday, November 17, 1999 10:54 PM  
Subject: visit korea Mr. Bob

Dear Mr. Gee!.

I had received your schedule. thank you!!!.

But, your hotel is some problem. because Lotte(Sogong-Dong) was so far from our company. Please could you change the other Lotte Hotel?.

Other Lotte Hotel is very colsed the our company.

Hotel information

Hotel name : Lotte Wolrd Hotel  
Address : 40-1, Jansil-dong, Songpa-ku, Seoul, Korea  
Tel : 82-2-411-7777  
Fax : 82-2-2203-5945  
E-mail : hoteljrp@hotel.lotte.co.kr

If you change the hotel, please return the e-mail to me immediately!!!

Best Regards

S.W.Baik

SEYOUNG Communication s Co., Ltd.

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Mr. Baik, Yes, we changed Mr. Collins Hotel to the one you suggested. Please forward any cell phone for yourself and a home phone number. Just in case Mr. Collin's needs to to call you at different times. We still have not received a detailed explanation to why we do not have our engineer samples yet. We know our customer has one of our samples testing it. Please forward explanation as soon as possible so that Mr. Collin's and myself can discuss it



before he leaves to Korea. We look forward to getting business back on track with you. Thank you once again for the welcome of Mr. Bob Collins.  
Sincerely, James D. Gee Jr. Global Cable Inc. ----- Original Message -----  
- From: syncom01@unitel.co.kr To: jgee@vol.com Sent: Wednesday, November 17, 1999 10:54 PM Subject: visit korea Mr. Bob

Dear Mr. Gee!.

I had received your schedule. thank you!!!.

But, your hotel is some problem. because Lotte(Sogong-Dong) was so for from our company. Please could you change the other Lotte Hotel?.

Other Lotte Hotel is very colsed the our company.

Hotel information

Hotel name : Lotte Wolrd Hotel

Address : 40-1, Jansil-dong, Songpa-ku, Seoul, Korea

Tel : 82-2-411-7777

Fax : 82-2-2203-5945

E-mail : hoteljrp@hotel.lotte.co.kr

If you change the hotel, please return the e-mail to me immediately!!!

Best Regards

S.W.Baik

SEYOUNG Communication s Co., Ltd.

# **EXHIBIT E**



2969 WORLEY CHAPEL  
TRENTON, GA. 30752

Phone 706-398-2100  
Fax 706-657-8034

January 15, 2000

Dear Mr. S.H. Lee,

I want to thank you for your quick response and explanation to the sample that we sent to you. I wish at this time to explain in more detail to you our position on the converter that you made.

1. Mr. Beck from Seyoung Company came to visit us in October of 1999 in the United States.
2. We gave Mr. Beck samples and specifications of unit to make for us and we told him our peak time to sell is between September and February of each year.
3. He went back to Korea and we agreed on price and quantity of 500 pieces 1<sup>st</sup>, 1000 pieces 2<sup>nd</sup> (this is to make sure no problems in units), and 3<sup>rd</sup> one container per month increasing the quantity as demand increased. Estimating 2 to 3 containers per month during peak season and 1 per month other months. We estimate 24 containers of 4500 pieces per year.
4. He never sent a manufacture sample as agreed, and also began to sell to our customers in the United States at higher prices.
5. Our company has major disagreement with Mr. Beck on building unit to our specifications and selling to our customers as well as honor of agreements.
6. Our repetitive Mr. Collins flies to Korea to meet with Seyoung and many other companies to discuss this converter.
7. We end all relationship with Seyoung Company.
8. We move forward with another company to manufacture for us. With our cost under \$26.00 US. Delivery of Manufacture sample time is 30 days away.
9. We regain our customers in the United States
10. You contact us for business relationship. We send you the sample. You explain that this converter is yours.
11. We wish to move forward with your company to manufacture for us.

We do wish to move forward with you company. I do appreciate you being honest upfront with us. So we are honest with you as well. We were just going to place purchase order with another Korean company next week. For exact amount because of you honesty, fast response, and amount of time to ship the converter we wish to move forward with you. Please understand, once we start business with you we do not want you to sell this product to the United States. We are one of the largest broker companies in the United States. We have excellent marking skills. We need a Korean Company that will stand behind us for business relationship. I believe that to be your company.

I need to ask a few questions of you. I think there is no need at this point to discuss samples of this product because you are manufacture originally but the following questions are important to us.

- A. If we want to order one container per month from you for the next six months. Is it okay with you and the price stays the same? In the months of September through February we should be ordering 2 to 3 containers per month.
- B. How long from PO date will it take you to be ready to ship 1 container.
- C. Have you heard, or know of any problems once the converter warms up that the decoder that plugs in the pin connection has problems?
- D. Do you a solution to that problem?
- E. Would it be okay with you if we ordered 500 pieces from you 1<sup>st</sup>, and 1000 pieces 2<sup>nd</sup>, then the one container per month after? We desire to make sure everything is working properly. Kind of ramp up to 4500 pieces per month. If this is okay we would take delivery by air so that we could ramp up faster.
- F. If the answer to question "E" is yes. How long until you will be ready to ship.

Thank you very much for your prompt attention to this letter. We expect much business this year with your company. Please let us know the answers to these questions as soon as possible.

Sincerely,  
James D. Gee Jr.  
Global Cable Inc.

## **EXHIBIT F**

From: J Gee <jgee@vol.com>  
Date: 1/17/2000 11:13:10 PM  
Subj: Quick Response

Clear DayMr. Lee,

Thank you so much for the quick reply. I will decide on the business you suggested in a very short time, possibly tomorrow.

Because of your demand from other companies in the United States I am asking if your company would consider making GCI the United States distributor for this converter and any similar 860 mhz converter. If this is "Yes" our company would be interested in giving you the Guarantee we would Only buy from your company this product, as well as we would represent the product "effectively and professionally", for the mutual benefit of both companies.

I also want to tell you, I think you are Honest through your emails too. I like the way this business relationship has started.

Sincerely,

James D. Gee Jr.  
Global Cable Inc.

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Mr. Lee, Thank you so much for the quick reply. I will decide on the business you suggested in a very short time, possibly tomorrow. Because of your demand from other companies in the United States I am asking if your company would consider making GCI the United States distributor for this converter and any similar 860 mhz converter. If this is "Yes" our company would be interested in giving you the Guarantee we would Only buy from your company this product, as well as we would represent the product "effectively and professionally", for the mutual benefit of both companies. I also want to tell you, I think you are Honest through your emails too. I like the way this business relationship has started.  
Sincerely, James D. Gee Jr. Global Cable Inc.

# **EXHIBIT G**



## TELETECH CO., LTD

27-14, SONGJEONG-DONG, HUNGDUK-KU,  
CHEONGJU-CITY, CHUNGBUK, KOREA

TEL 82 431 2764302(REF)

FAX 82 431 2764304(REF)

Email : teletech@chollian.net

URL : www.asiansources.com/teletech.co

COMPANY : GLOBAL CABLE INC.

ATTN : Mr. J. Gee

DATE : January 27, 2000

FROM : Jeffrey Park / Manager [Dept of Sales & Marketing]

2000. 1. 27

**OUTGOING**

Dear Mr. J. Gee.

How are you?

I hope you are fine.

We have read all agreement. We agree all article, therefore, we send the original agreement with our signature.

We hope our business would be up. We will do our best to promote our business.

When you open the L/C, I think next month, I am going to visit in your company with my president. I hope to bring first sample when I visit you.

Thanks / Best regard

Jeffrey Park / Manager [ Dept of Sales & Marketing ]

## AGREEMENT OF EXCLUSIVITY

This Agreement of Exclusivity ("Agreement") is by and between Global Cable, Inc., and any entity acting under its direction or control (collectively "Buyer") and Teletech Co., Ltd., and any entity acting under its direction or control (collectively "Seller") (jointly "the Parties").

WHEREAS, the Parties have executed a Mutual Non-Disclosure and Non-Circumvention Agreement ("NDNCA") which generally provides for the mutual non-disclosure of Confidential Information, as defined in the NDNCA, disclosed between the Parties and for the mutual non-circumvention by either Party of business relationships with others.

WHEREAS, the Parties have exchanged Confidential Information in an effort to establish a business relationship concerning the design, manufacture and sale of an analog and/or digital 860 MHZ converter for use on cable television systems ("Converter").

WHEREAS, the Parties desire to enter a business relationship for the purposes of the design, manufacture and sale of the Converter.

NOW THEREFORE, for valuable consideration and in consideration for the mutual agreements set forth below, the Parties expressly agree as follows:

1. The terms, conditions and agreements contained in the NDNCA are expressly incorporated herein.
2. The Buyer will provide the Seller with all necessary information to complete its design of the Converter.
3. The Seller has, either at the time of execution of this Agreement, or within a reasonable time thereafter, designed the Converter at the request of and to the specifications required by the Buyer.
4. The Seller will manufacture and sell the Converter exclusively for purchase by the Buyer and will not design, manufacture or sell the Converter or other equipment substantially similar to the Converter to or for other third parties without the express written consent of the Buyer.
5. The Buyer will purchase from the Seller its entire requirements for the Converter exclusively from the Seller and will not contract with any other third party for the design, manufacture or purchase of the Converter or equipment substantially similar to the Converter.
6. The Parties expressly agree that the purchase price per Converter, including remote control, will be F.O.B. Korea, and agree to negotiate a final price in good faith.
7. The Parties agree to negotiate in good faith all remaining terms of their agreement for the purchase and sale of the Converter.



8. The parties agree that this Agreement shall be governed by the laws of the state of Georgia, United States of America, and each agrees to submit to personal jurisdiction in either the federal or state courts of the state of Georgia. The Parties further agree that, in any legal action brought as a result of a breach of this Agreement, the prevailing Party shall recover from the non-prevailing Party all reasonable attorney's fees and costs associated with the litigation, specifically including, but not limited to, the costs of expert witnesses.
9. This Agreement shall be binding and inure to the benefit of the successors and assigns of the respective Parties.

IN WITNESS WHEREOF: the Parties set their hands and seals as follows indicating their acceptance and agreement hereto:

Buyer:

Witness/Attest:

1-19-2000

Name:

Date:

Jeanette L. GEE (name)  
President (title)

Global Cable, Inc.  
2969 Worley Chapel Drive  
Trenton, GA 30752, U.S.A.  
(706) 398-2100 Tel.  
(706) 657-8034 Fax.

Date:

Seller:

Witness/Attest:

1-27-2000

Name:

Date:

D. K. PARK  
DONG KWON PARK (name)  
President (title)

Teletech, Co., Ltd.  
27-14, Songjeon-dong, Hungduk-ku  
Cheongju-city, Chungbuk, Korea  
82 431 2764302 Tel.  
82 431 2764304 Fax.

Date:



## MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Mutual Non-Disclosure and Non-Circumvention Agreement ("Agreement") is by and between Global Cable, Inc., and any entity or person acting under its direction or control (collectively "1<sup>st</sup> Party") and Teletech Co., Ltd., Jeffrey Park, both individually and as a person acting under the direction and control of Teletech Co., Ltd., and any entity or person acting under the direction or control of Teletech Co., Ltd., or Jeffrey Park, both individually or as a person acting under the direction or control of Teletech Co., Ltd., (collectively "2<sup>nd</sup> Party") (jointly "the Parties") for the purposes of exploring the business opportunities, ventures and other relationships the Parties could pursue together to their mutual benefit, specifically including but not limited to the research, development, manufacture, sale and distribution of cable television equipment such as converters.

The Parties have requested the mutual disclosure of certain Confidential Information (both in developmental and final formats) as well as related information (collectively "Confidential Information" and defined further below) for the purposes of enabling the Parties to mutually evaluate whether each desires to invest, participate and otherwise explore potential business relationships between the Parties and for the purposes of exploiting the Confidential Information of the Parties.

The Parties each desire to disclose Confidential Information solely for the purposes and under the terms and conditions set forth as follows:

IN CONSIDERATION for the mutual disclosure of Confidential Information by the Parties and the opportunity to evaluate the Confidential Information and explore potential future business relationships, the Parties agree:

### 1. *Definitions:*

1. Disclosor and Disclosee. Disclosor shall mean the party disclosing Confidential Information, defined below. Disclosee shall mean the Party receiving disclosed Confidential Information. It is contemplated between the Parties that each will be a Disclosor and Disclosee of Confidential Information under this agreement to effectuate the purposes recited herein.
2. Confidential Information. Confidential Information shall mean all

information, material, plans, charts, documentation, models, intellectual property, ideas, Business Plans (whether in developmental, draft, final or any other stage of completeness) and all related material disclosed or made available between the Parties pursuant to this Agreement, irrespective of whether in tangible or intangible form related to the business opportunity, venture or relationship contemplated and disclosed between the Parties, including but not limited to cable television equipment such as converters. The term Confidential Information under this Agreement expressly includes all such information disclosed between the Parties, regardless of whether such Confidential Information was disclosed prior to execution of this Agreement. The Parties expressly agree that Confidential Information has been disclosed prior to the execution of this Agreement and agree that same shall be included under the terms of this Agreement. The discloser of Confidential Information under this Agreement shall remain the legal owner of such Confidential Information and does not, in any way, waive, alter, restrict, give away, donate, or otherwise affect its rights and ownership of such Confidential Information upon disclosure to the other Party to this agreement.

Except that

500.5 3 5 1 3 2/21 5 50018.00 1 3500.5 1 2/21 2/21 5500 1 35 2/21 1 35 50018.00 1 3500.5 1 3 16 3

1. was acquired by Disclosee prior to the time of its disclosure by Disclosor, as shown by files of Disclosee in existence at the time of disclosure, and at a time when the Disclosee was under no obligation to the Disclosor to keep such information confidential;
- b. is or becomes available in the public domain through no act of the Disclosee that violates this Agreement;
3. is received by the Disclosee from a third person or entity that is not known by the Disclosee to be sharing such information in violation of rights of the Disclosor;
4. is developed by or on behalf of the Disclosee without any use of Confidential Information of the Disclosor; or
5. is at any time furnished to any person, entity or other party not bound by this agreement or other companion agreements, as

described below, ("3<sup>rd</sup> Parties") by the Disclosor without restrictions on the third party's rights to disclose.

The Party claiming that any of the foregoing exceptions applies shall have the burden of proving such applicability.

3. Trade Secret. The Parties acknowledge and agree that all Confidential Information disclosed between the Parties is a Trade Secret of the Disclosor and that the Disclosor has expended considerable effort to develop such Confidential Information and that any disclosure of such Confidential Information to 3<sup>rd</sup> Parties will cause irreparable harm to the Disclosor as owner of such Confidential Information. Furthermore, Disclosee of Confidential Information under this agreement agrees not to challenge or contest the nature and status of disclosed information under this agreement as being a Trade Secret of the Disclosor.

*2. Treatment by Disclosee of Confidential Information:*

Disclosee of Confidential Information obtained under this Agreement represents, warrants and agrees that it will keep the Confidential Information confidential and maintain the Confidential Information under the terms of this agreement with all due diligence and will:

1. Use the Confidential Information for the sole and exclusive purposes of exploring the business opportunities, ventures and other relationships the Parties could pursue together to their mutual benefit and otherwise for the purposes recited in this Agreement, including to evaluate whether Disclosee desires to invest, participate and otherwise explore potential business relationships between the Parties and for the purposes of exploiting the Confidential Information of the Parties.
2. Not, under any circumstances, disclose Confidential Information or any portion or aspect thereof, to any 3<sup>rd</sup> Parties, except that Disclosee may execute companion agreements to this Agreement with Disclosee's Employees only and whom Disclosee determines need to know Confidential Information in Disclosee's use of such Confidential Information under the terms of this Agreement. Companion agreements shall be executed as follows: Disclosee's employee shall execute copies of the executed version of this Agreement in duplicate as indicated in the Employee Section at the end of this Agreement and then Disclosee shall deliver one original executed companion agreement to Disclosor prior to Disclosee's dissemination of Confidential Information to such employee

and retain the second original executed copy of the companion agreement for Disclosee's records.

3. Not copy, or otherwise duplicate or replicate, the Confidential Information and return to Disclosor any Confidential Information provided to Disclosee in tangible form, any notes or other physical evidence relating thereto, whether provided by Disclosor to Disclosee or created by Disclosee as a result of Disclosee's use of the Confidential Information, upon determination by Disclosee that Disclosee has no interest in pursuing business opportunities, ventures or other future relationships with Disclosor, or upon a determination by Disclosor that Disclosor has no interest in pursuing business opportunities, ventures or other future relationships with Disclosee, within fourteen (14) days (including holidays and weekends) of written notice to the other Party of such determination and demand for the return of such Confidential Information and other materials as set forth herein.
4. Not circumvent Disclosor either directly or indirectly, with regard to any business venture or other relationships, either established or contemplated; the term circumvent as used herein refers to any action or deed, whether by Disclosee, their agents or anyone acting on their behalf, that would either individually or collectively frustrate, hamper or in any way prevent or impede from happening or occurring, any effort or action of Disclosor in establishing business ventures or other relationships based on and contemplated by Confidential Information which has been disclosed pursuant to this Agreement.

*3. No Option Created or Offered Implied:*

Neither the execution of this Agreement nor the disclosure of Confidential Information pursuant to this Agreement shall be construed to create an option, offer or otherwise obligate the Parties in any manner to venture or participate together in any venture or other relationship. Any option or offer from one Party to the other must be by separate agreement between the Parties.

*4. Duration of Agreement and Survival of Terms:*

The terms of this Agreement shall bind the Parties so long as the Parties are engaged in the purposes set forth herein. In the event that, pursuant to Section 2(C), above, either Party determines it has no interest in pursuing business opportunities, ventures or other future relationships with the other Party and demands the return of all Confidential Information and other material as set forth in that Section, the terms of this agreement shall survive for a period of five (5) years from the date of the written notice of such determination and demand for the return of such Confidential Information and other materials as set forth herein, and shall apply to and be binding upon both Parties, their employees, agents, successors, affiliates, subsidiaries, assigns and

any other person or entity acting on behalf of either Party.

*5. Choice of Law, Jurisdiction and Costs of Litigation:*

The parties agree that this Agreement shall be governed by the laws of the state of Georgia, United States of America, and submit to personal jurisdiction in either the federal or state courts of the state of Georgia. The Parties further agree that, in any legal action brought as a result of a breach of this Agreement, the prevailing Party shall recover from the non-prevailing Party all reasonable attorney's fees and costs associated with the litigation, specifically including, but not limited to, the costs of expert witnesses and the costs of collection of any judgment which may be awarded to the prevailing Party.

IN WITNESS WHEREOF: the Parties set their hands and seals as follows indicating their acceptance and agreement hereto:

1<sup>ST</sup> PARTY:

Witness/Attest:

1-19-2000

Name:

Date:

Jeanette L. Gee

Jeanette L. Gee

President

Global Cable, Inc.

2969 Worley Chapel Drive

Trenton, GA 30752, U.S.A.

(706) 398-2100 Tel.

(706) 657-8034 Fax.

Date:

2<sup>ND</sup> PARTY:

Witness/Attest:

1-27-2000

Name:

Date:

D. K. PARK

DONG KWON PARK (name)

President (title)

Teletech, Co., Ltd.

27-14, Songjeon-dong, Hungduk-ku

Cheongju-city, Chungbuk, Korea

82 431 2764302 Tel.

82 431 2764304 Fax.

Date:

J. S. PARK

Name: Jeffrey Park / Manager

Date: 1-27-00

J. S. PARK

Jeffery Park, Manager

Teletech Co., Ltd.

Date: 1-27-00

J. S. PARK

Name: Jeffrey Park / Manager

Date: 1-27-00

J. S. PARK

Jeffery Park, personally

Date:

EMPLOYEE SECTION:

Global Cable Inc 1-19-2000  
Employer: Date

Global Cable Inc 1-19-2000  
Employer: Date

Global Cable Inc 1-19-2000  
Employer: Date

TELETECH CO., LTD 1-27-00  
Employer: Date

TELETECH CO., LTD 1-27-00  
Employer: Date

TELETECH CO., LTD 1-27-00  
Employer: Date

Jung Hwan 1-19-2000  
Employee: Date

Bob Call 1-19-00  
Employee: Date

Jimmy R. Austin 1-19-00  
Employee: Date

Yong Kehn Jung 1-27-2000  
Employee: Date

Jung Hwan Jun 1-27-2000  
Employee: Date

Z.T. Kim 1-27-2000  
Employee: Date



## **EXHIBIT H**

From: J Gee <jgee@vol.com>  
Date: 1/26/2000 11:05:59 PM  
Subject: Global Cable's New Patrnership with TeleTech

Clear DayMr. Jeffery Park,

I am doing very well. Thank you for asking. You are always very kind. I respect that very much from you. I want to tell you that my employee's will be very happy tomorrow when I inform them that we are in alliance with TeleTech to make the Digital Converter.

How are you? I have heard it is very cold in Korea this time of year. How cold is it?

I want to tell you that I am Honored to be in agreement with you. The projection for this product is very high, Much higher than the Analog only unit. I predict business for both companies to be very good this year. We have many companies that are waiting for this particular product. I am also Honored to have you and your President come to visit us in the United States. You are welcome to come anytime just let me know when you want to come and I will make all the reservations.

I realize we have much work ahead of us. Upon receipt of the agreements back from you we have many things to send you including the decoder section, programs for the microprocessor and diagrams for you to work with. I hope this is helpful to you. We will send all information we have on the Digital Converter Specifications and FCC regulations. Anything else you require please let us know and we will forward right away.

I want to thank you and your President for making the agreement with our company. I promise we will work very hard to market this product with all of United States Alliances we have.

Best Regards,

James D. Gee Jr.  
Global Cable Inc.

# **EXHIBIT I**



CHAPEL

Phone 706-398-2100  
Fax 706-657-8034

2969 WORLEY  
TRENTON, GA 30752

March 23, 2000

Mr. Lee & Chang-Soo,

1. Tri-Vision

- a. We do not think you are dishonest or we would have never conducted business to begin with. We appreciate your honesty and loyalty. We will always be honest with you too.
- b. It has been a hard job to stabilize the market, especially price in the United States, but it is working. We are working on stopping all importing from Taiwan and also China of 860 MHZ converters. I will talk about the importing from China by Contract Technologies and suggestions

ion with Tri-Vision is not easy because of our agreement.  
n about the TV 3800 Model we might have more suggestions about the  
rferes with our market. What is the final price? Do they plan to market  
y Canada? Is there a mem1, 2, 3, and 4? Is there a location for the audio  
chip function a digital and Analog basic converter or addressable?  
ufacture both products for Tri-Vision or they will go to another Korean  
p your company be successful too. We want to be involved together, as a  
f our interests are protected.

- a. WE THINK THAT IF YOU KNOW Tri-Vision is going to market this to the United States we need to do one of the following: 1. We either think you should increase their price by \$3.00 US on each converter and apply that to as a credit to our company for each TV-3800 converter you make for them. 2. Or explain that all TV 3800 bought for the United States must be ordered through GCI because we have a contract with you on that type of product. We would only mark up very little money and treat Tri-Vision as a special customer. 3. Explain to Tri-Vision that GCI already is manufacturing a similar product with you, with a contract and would be interested in making business arrangements with them to let them use our converter Media Tech 2200 with their name on it and built to their specifications with V chip. 4. Ask Tri-Vision if we can make a alliance and let us fit our Media Tech 2200 or GCI model with V-chip at no additional cost to us 5. Or come up with another business plan. We do not have enough information to make other suggestions at this time. But we are interested in any other idea's.

2. Agreement.

- a. We sent a copy of our agreement to you today by Federal Express signed and sealed by our corporate seal.
- b. It was sent from Washington, DC from our attorney.
- c. You should receive tomorrow your time.

3. Other Information

- a. I have other issues to discuss with you but I believe we should work Tri-Vision out first.
- b. Please call me at home tonight if you have further suggestions about Tri-Vision that we need to discuss while their engineers are at your factory.

- c. My home number is 706-657-3833. I will be available until 1:00 am EST for you. Or you can call my office in the morning at 9:15 am EST.
- d. We are always willing to listen to any suggestion you have about any business plan.

4. Shipping Advice

- a. Please advice us when you estimated shipping time is for the first container.
- b. I think I understand Mr. Chang-Soo to say 1<sup>st</sup> week in April but I am not exactly sure.

Best regards,

James D. Gee Jr.  
Global Cable Inc.